

this is a breach of their contract.

The City, in its answer, said that the dispute is over the meaning of the contract and should be referred to "arbitration" under the contract and ask PELRB to so order.

A hearing was held at the PELRB office in Concord, N.H. on January 6, 1987 with all parties represented.

FINDINGS OF FACT

1. At the hearing the City moved to dismiss the case and to refer it to the grievance procedure of the contract;
2. The City agreed to waive the time limits in the contract pertaining to filing a grievance;
3. The Firefighters agreed that the contract had a "non-binding" arbitration provision and since the City Manager has already ruled on the request, the mediator's decision would be meaningless.
4. The contract requires non-binding "arbitration" by a third party who will render a "decision" which the City may/may not follow.

RULINGS OF LAW

The PELRB finds that the requirement of RSA 273-A:4, for a "workable grievance procedure" requires the parties, barring extraordinary circumstances, to complete the grievance procedure prior to PELRB action.

DECISION AND ORDER

(given orally at the close of the hearing on January 6, 1987.)

1. The parties must complete the grievance process.
2. PELRB retains jurisdiction and orders the parties to report compliance.



ROBERT E. CRAIG, Chairman

Signed this 18th day of February, 1987.

By unanimous vote. Oral decision rendered January 6, 1987. Chairman Robert E. Craig presiding, members Seymour Osman and Daniel Toomey present and voting. Also present Evelyn C. LeBrun, Executive Director.